

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOLAE, LLC,
a Delaware limited liability company,

Plaintiff,

vs.

HERSHEY CANADA INC.,
an Ontario, Canada corporation,

Defendant.

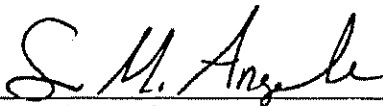
Civil Action No. 07-140-JJF

SUPPLEMENTAL DECLARATION OF SUSAN M. ANGELE

1. On April 18, 2007, I executed a declaration in support of Hershey Canada's Motion to Dismiss the Complaint in the above-referenced case. That declaration was filed in this Court on April 18, 2007. I am now supplementing that previous declaration with additional facts in support of Hershey Canada's Motion to Dismiss the Amended Complaint in the above-referenced case.
2. Hershey Canada does not regularly solicit business, engage in any persistent course of conduct, or derive substantial revenue from services or goods used or consumed in the state of Delaware. Hershey Canada has no business operations in Delaware.
3. Accordingly, Hershey Canada has not (i) transacted business or performed work or services, (ii) contracted to supply services or goods, (iii) caused tortious injury, (iv) held an interest in real property, or (v) contracted to insure or act as a surety, in the state of Delaware in connection with Hershey Canada's relationship with Solae or the current dispute between the parties.
4. In 1998 Hershey Canada filed a UCC financing statement in Delaware to perfect a security interest in the non-real property of Oak Leaf Confections of North America, Inc. ("Oak Leaf") in connection with an Asset Purchase Agreement between Hershey Canada and Oak Leaf. In 2000, Hershey Canada discharged its security interest upon receipt of the full payment owed to Hershey Canada by Oak Leaf, as indicated in the letter agreement attached as Exhibit A hereto. Hershey Canada did not file a continuation statement to renew the security interest.
5. Peter Johnston, who was employed by Hershey Canada as the quality assurance manager at the Smiths Falls manufacturing facility during the time period relevant to this dispute, left his employment with Hershey Canada effective April 27, 2007.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 8, 2007



Susan M. Angele

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I hereby certify that on June 8, 2007, I electronically filed the foregoing with the Clerk of Court using CM/ECF which will send notification of such filing(s) to the following and which has also been served as noted:

HAND DELIVERY

P. Clarkson Collins, Jr.
Katherine J. Neikirk
Morris James, LLP
500 Delaware Avenue, Suite 1500
Wilmington, Delaware 19899

I further certify that on June 8, 2007, the foregoing document was sent to the following non-registered participants in the manner indicated:

FEDERAL EXPRESS

Scott L. Winkelman
Monica M. Welt
Crowell & Moring LLP
1001 Pennsylvania Ave. N.W.
Washington, D.C. 20004-2595


Jeffrey L. Moyer (#3309)

EXHIBIT A

OCT-03-00 09:26 FROM:HERSHEY FINANCE

ID:905 206 5013

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BURTON H. SNYDER

Assistant General Counsel
and
Vice President, Hershey Canada Inc.

Hershey Foods Corporation
Corporate Headquarters
100 Crystal A Drive
P.O. Box 810
Hershey, PA 17033-0810
Phone: (717) 534-7912
Fax: (717) 534-7549
E-mail: bsnyder@hersheys.com

September 28, 2000

Philip J. Terranova, President
Oak Leaf Confections Ltd.
440 Cornstock Road
Scarborough, Ontario
Canada M1L 2H6

Dear Phil:

Pursuant to your offer, Hershey Canada Inc. agrees to accept US\$1,308,806.20 as payment in full of the balance of the Purchase Price owed by Oak Leaf Confections Ltd. to Hershey Canada Inc. under and pursuant to Section 3.3(a) of the Asset Purchase Agreement between the parties dated February 27, 1998, assuming receipt by October 2, 2000.

Oak Leaf has the right to prepay the foregoing debt in full or in part without penalty. If received on or before October 2, 2000, Hershey is in agreement to accept \$1,308,806.20 as a present value amount of such debt, which would otherwise have been an amount of up to \$1,500,000, but have been due over a three-year period.

Upon receipt of the \$1,308,806.20 at the offices of Hershey Canada, Inc., Hershey will sign the acknowledgement below as payment in full of the Purchase Price. Any and all security held by Hershey Canada Inc. as to such payment to be made will be discharged.

Please counter-sign this letter and forward it along with a check to Hershey's Mississauga office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Burton H. Snyder', written over a horizontal line.

Counter-signed:

A handwritten signature in black ink, appearing to read 'Philip J. Terranova', written over a horizontal line.

Philip J. Terranova, President, Oak Leaf Confections Ltd.

Acknowledgement of receipt of US\$1,308,806.20:

A handwritten signature in black ink, appearing to read 'Bruce A. Brown', written over a horizontal line.

Bruce Brown, Vice President, Hershey Canada Inc.